

AGREEMENT

BETWEEN

THE BOROUGH OF FORT LEE

AND

**UNITED SERVICE WORKER'S UNION
(FORT LEE DEPARTMENT HEAD UNIT)**

JANUARY 1, 2010 through DECEMBER 31, 2012

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PREAMBLE

This Agreement, made this day of , 2010, is by and between the Borough of Fort Lee, a municipal corporation of the State of New Jersey (hereinafter the "Borough"), and the United Service Worker's Union (hereinafter, "USW") on behalf of certain employees of the Borough more specifically described herein.

WITNESSETH:

WHEREAS, the parties hereto desire to reach an amicable understanding with respect to the employer-employee relationship existing between the Borough and those employees represented by USW and to enter into a complete Agreement concerning the terms and conditions of employment for those employees;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

RECOGNITION, FULL NEGOTIATION, TERM, SUCCESSOR NEGOTIATIONS

1.1 Unit Description

The Borough recognizes USW as the exclusive representative for the purposes of collective negotiations for all annual salaried, permanently, and/or classified, supervisory employees of the Borough holding "department head" titles as listed in Schedule A attached hereto.

Excluded from the unit are managerial executives, non-supervisors, confidential and casual employees within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.

The term "employees" as used hereinafter shall refer to members of the above-described negotiations unit regardless of gender. This Agreement shall be deemed to be binding upon all members of the unit and upon the Borough.

1.2 Fully Negotiated Agreement

This Agreement was negotiated by the Borough and USW.

Each party was given an opportunity to consult with their own attorney before executing the Agreement.

J.S. Lee Cohen, Esquire was the attorney for the Borough and _____ was the attorney and/or chosen representative for USW.

No provision of this Agreement, whether newly incorporated during this negotiations process or carried through from the previous Agreement term, shall be construed against any party based upon the fact that that party or its attorney(s)/representative(s) either proposed or drafted the term or condition then in dispute.

1.3 Term

This Agreement shall become effective as of January 1, 2010 and shall remain in full force and effect through December 31, 2012, except as otherwise may be set forth herein.

ARTICLE II

CONTINUED WORK OPERATIONS

2.1 The parties agree that there shall be no action by either of them in violation of any State or Federal law. There shall be no strikes of any kind, lockouts, walkouts, retarding of work, slow-down, or any stoppage of work by either party or any members or officers thereof during the term of this Agreement or pending negotiations, nor will either party or any members, representatives or officers thereof directly or indirectly aid, assist or be connected in any manner whatsoever with any of the aforesaid acts.

ARTICLE III

MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.1 General reservation of rights

The USW recognizes that areas of responsibility are reserved to the Borough if the governing body of the Borough is to serve the public effectively. The Borough shall, at all times, subject to and consistent with the provisions of this Agreement and applicable State or Federal Law, have exclusive control of all matters relating to the right to manage the affairs of the Borough, the conduct of this business and operations, the direction of its working forces, the alteration of work week or schedules, the general management of its physical properties, the care and use of all its equipment, machinery

and materials, the right to hire, direct and schedule employees and to transfer, discharge or suspend employees, and the unequivocal right to contract for goods and services. Before exercising these rights, the Borough agrees to give reasonable consideration to the job security of the employees in the unit as one of the factors in reaching a decision. Nothing in this section shall be construed to deny any employee rights under Civil Service laws or regulations, or the New Jersey Employer-Employee Relations Act or regulations thereof.

3.2 Reservation Regarding Additional, Temporary, Non-Civil Service, Extra Duties

In addition to the foregoing general reservation of rights, USW specifically agrees and acknowledges that the Borough shall retain the exclusive right and sole discretion, from time-to-time, to create and assign non-Civil Service extra duties to any and all employees in the unit for a stated period. Said extra duty payments shall be added to the employee's base pay during the period of assignment and shall be negotiated with the USW.

The parties specifically and unequivocally agree and acknowledge that assignments, reassignments and/or revocation of said extra duties and payments for same under this clause, and the Borough's administration of this provision, shall not be subject to the parties' grievance/arbitration procedures. Moreover, the parties specifically agree and acknowledge that this provision shall not be arbitrable and shall not be subject to unfair labor practice charges under the New Jersey Employer-Employee Relations Act.

ARTICLE IV

USW RIGHTS AND RESPONSIBILITIES

4.1 USW shall enjoy such rights and privileges as are accorded by the Agreement and by law.

4.2 Payroll Deduction

Payroll deductions for dues may be made upon the submission by the USW of notification by the employee authorizing the deduction of dues from pay. The Borough Treasurer shall forward dues to the USW at regular intervals. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey statutes, but subject to paragraph 4.3 of this Article.

4.3 Representation Fee and Demand and Return System

(a) Any permanent employee in the negotiations unit on the effective date of this Agreement who does not/has not join(ed) the USW within thirty (30) days thereafter, any new permanent employee who does not/has not join(ed) within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not/has not join(ed) within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the USW by automatic payroll deduction pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.5 et seq.

The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular USW membership dues, fees and assessments. The USW's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the USW remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the USW and the employer.

(b) The USW's entitlement to the representation fee described above shall be contingent upon its maintaining an appropriate demand and return system for dues/fees collected under this Article in compliance with the requirements of the New Jersey Employer-Employee Relations Act,

N.J.S.A. 34:13A-5.5 et seq. USW further agrees to submit an annual compliance statement regarding its administration of the demand and return system to the Borough Treasurer.

4.4 Indemnification

The USW agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, process or expenses (including reasonable attorneys' fees) in any matter resulting from proper action taken by the Borough in reliance upon this Article.

ARTICLE V

HEALTH RELATED BENEFITS

5.1.1 Health Benefits

The Borough shall continue, for the term of this contract, to provide medical benefits as set forth in the executed Memorandum of Agreement (May 2010) attached hereto and made a part hereof.

Notwithstanding the foregoing provision, the Borough reserves the right to replace the above-referenced medical plan(s) with a different health benefits provider/carrier provided that any such change shall be subject to obtaining the same or equivalent medical benefits as currently provided.

5.1.2 Prescription Benefits

The Borough shall provide a fifteen dollar (\$15.00) co-pay prescription plan as well as a five dollar (\$5.00) co-pay prescription play for generic prescriptions for such covered employees and his/her dependents.

5.2 Disability Benefits

The Borough shall provide a disability income plan at least the same or equivalent to the disability income plan presently offered. The disability income plan shall be provided either through the SHBP or through a private insurance plan, at the option of the Borough. The premium for such plan shall be paid by the Borough.

5.3 Dental Benefits

The Borough shall provide, at its own cost and expense, a dental insurance plan at least the same or equivalent to the plan presently provided by the Borough.

5.4 Medical Coverage after Retirement/Disability

Whenever an employee has served twenty-five (25) years or more with the New Jersey Public Employment Retirement System (hereinafter "PERS"), the Borough shall provide such employee (and his or her dependents) with medical coverage as described herein above. This is intended to include those employees who retired on disability pensions, to the extent said coverage is afforded under Chapter 88 of Public Law 1974.

The Borough reserves the right to obtain the same or equivalent medical coverage through a private carrier, but in no event shall the Borough be liable to an employee for reimbursement or payment of medical bills beyond the extent of coverage described herein.

ARTICLE VI

JOB CLASSIFICATIONS AND PAY

6.1 Job Classifications

Each employee shall be employed in a job classification approved by the New Jersey Department of Personnel, (hereafter "DOP"). The foregoing job classification shall be the basis of compensation

for all employees. The parties recognize that each particular employee's classification is subject to review, approval and/or modification by the DOP. Each employee holding classified positions as listed in Schedule A -1 attached hereto shall receive compensation as set forth in Schedule A-1. Base pay is specific to the employee and is not base pay for the positions.

In the event an employee is a current negotiating unit of the Borough, including this negotiating unit, is promoted into a department head position within the scope of this Agreement, that employee shall receive a minimum increase of 7.0% of their then current salary in the position from which they are promoted.

In the event the salary for the position to which the employee is being promoted exceeds 7.0% of the then current salary of the employee to be promoted, before the salary of that employee is finalized the Borough shall meet and consult with the representatives of the bargaining unit.

A disciplinary demotion shall result in a comparable reduction in compensation.

If an employee is promoted or hired into any department head title for which a classification has not been provided for in Schedule A, then the Borough shall, in its sole discretion, place said job classification to a position which most closely reflects the relative difficulty of work and responsibility in said classification in relation to the other classifications of Schedule A. Payment to such hired, promoted or transferred employee shall be consistent with the relative job classification. Disputes as to the said classification are to be resolved by the New Jersey Department of Personnel.

6.2 [Intentionally left blank]

6.3 [Intentionally left blank]

6.4 Bi-Weekly Pay Periods

Salary payments shall be made on a bi-weekly basis to a maximum of 26 pay periods.

6.5 [Intentionally left blank]

6.6 Promotions and Demotions

Within 10 days of making a promotion or 30 days of making a demotion of a unit employee, the Borough will notify the USW in writing of the identity of the employee and job titles involved.

6.7 Salary Plan

- a. The parties agree to the following salary increases:
 - i. 1/1/2010 – 2% increase
 - ii. 1/1/2011 – 2% increase
 - iii. 1/1/2012 – 2% increase - 7/1/2012 – 1% increase
- b. The parties also agree to the following Health Benefit Transition Payments:
 - i. For the period of 1/1/2010 – 12/31/2012:
 - 1. Employees will be provided with only the Direct Access Plan option for individuals, couples, and families (as applicable) as an employer health plan;
 - 2. The Traditional Plan will still be available, however, the extra cost difference between the Traditional Plan and the Direct Access Plan must be paid solely by the employees through payroll deduction;

3. Eligible employees may opt-out of the Borough's Health Benefit Plan, in writing, during the enrollment period; eligible employees who choose to opt-out of the Borough's Health Benefit Plan, as set forth in this paragraph, will receive a one time payment equal to 25% of the Direct Access premium for individual coverage, calculated based upon the individual premium for the applicable year of coverage. Eligible employees who receive said payment may not receive additional payments following reenrollment in subsequent coverage years.

ARTICLE VII

LEAVE AND OTHER TIME OFF PROVISIONS

7.1 Funeral Leave

(a) Immediate Family Member

In the event of the death of a member of the immediate family of an employee, and after notification to his/her Department Head, an employee shall be entitled to a funeral leave of the next three (3) working days, with pay, which leave shall be in addition to sick leave as set-forth hereinafter in this Agreement.

In the event of the death of the employee's immediate family member who resides 100 or more miles from the employee's residence, said employee shall be entitled to one (1) additional working day of leave.

"Immediate Family Member" is hereby defined as the employee's spouse, children, father, mother, father-in-law, mother-in-law, sister, brother, grandparents, grandparents-in-law, brother-in-law, and sister-in-law, and any relative of the employee or employee's spouse actually living in the employee's home.

(b) Death of Aunt or Uncle

In the event of the death of an employee's aunt or uncle, and in the event such relative was not, at the time of death then living in the employee's home, an employee shall, after notification to his/her Department Head, be entitled to a funeral leave of one (1) working day with pay, which leave shall be in addition to sick leave as set forth hereinafter in this Agreement.

7.2.1 Sick Leave

Unit employees are hereby granted the following sick leave, as hereinafter defined, with pay, in and for each calendar year:

1. From the date of hire through 12/31 of the initial year of hire, one (1) working day for every month of service;
2. Beginning with the first calendar year following the date of hire, 1.25 working days for each month of service.

7.2.2 Sick Leave Definition

Sick leave is hereby defined to mean absence from the post or duty of an employee for part of, or the entirety of, the employee's work day because of illness, accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family, requiring the care or attendance of such employee.

(a) One-half sick day

If an employee commences work on any day and thereafter leaves work by reason of sickness before or upon having completed half of the regular working hours of his/her position, he/she shall be deemed to have used one-half of one (1) allowable sick leave day and shall be paid at the regular daily compensation rate for one-half day and the balance shall be charged as one-half of one (1) allowable sick leave day.

(b) Full sick day/cap

If an employee commences work on any day and thereafter leaves by reason of sickness after having completed more than one-half of the regular working hours of his/her position, he/she shall be paid for the entire day and no sick leave day or fraction thereof shall be deemed to have been used.

Each individual instance of an employee leaving his/her work day pursuant to the above-

described circumstances shall be classified as "Sick, Unable to Continue", regardless of the amount of time spent on the day, and shall be considered a single occasion in counting toward a classification of "occasions of sick " as described below. No exceptions to this will be made, as it is expected that an employee who leaves a shift reporting "Sick, Unable to Continue" will not return to duty until entirely fit to do so.

"Occasions of sick" is a designation which may result from an employee reporting any combination of "Sick" or "Sick, Unable to Continue", without appropriate medical documentation, on six (6) or more separate occasions within a twelve (12) month period. An "occasion" is any continuous period of sick time used by an employee, regardless of length. A twelve-month period begins with one "Sick" or "Sick, Unable to Continue" report within any month.

Properly documented and maintained Worker's Compensation claims are specifically excluded from aggregate accumulation in determining "chronic sick" status.

7.2.3 Sick Leave Notice

Employees are responsible for notifying the Borough Administrator within fifteen (15) minutes of his/her start time if they are to be absent due to illness, unless the length of the leave has previously been stated by the employee to the employer. Failure to follow the procedure for notification of absence could result in denial of sick leave for that absence and/or disciplinary action.

7.2.4 Verification

A certificate of a licensed physician in attendance shall be required as sufficient proof of need of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family, if said absence exceeds three (3) working days. In the case of any

absence due to contagious disease, a certificate from the Department of Health shall be required in addition to the foregoing.

The employee shall be required to present evidence by a certificate of a treating physician, that he/she is unable to work, and the Borough may reasonably require the said employee to present such certificate from time to time. The Borough, at its option, may require the employee to be examined by a physician of the Borough's selection. In the event that the Borough's physician determines that the employee's disability is not work connected, or that the period of disability has ended, then the employee shall have time lost charged to his accumulated available sick leave or suffer a loss of pay, depending upon circumstances.

If there is a dispute as to the causal connection of the disability or as to the period of disability, then, and in that event, the burden shall be upon the employee to establish such period of disability by obtaining a judgment in the Division of Worker's Compensation or by the final decision of the last reviewing court which shall be binding upon the parties.

7.2.5 Sick Leave Accumulation

If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year without limitation and such employee shall be entitled to such accumulated sick leave days with pay and if and when needed, in which event the earliest accumulated sick leave days shall be deemed to be those first used.

7.2.6 Non-Application of Sick Leave During Period of Disability

No employee who may be disabled, either through injury or illness, as a result of or arising from his or her respective employment, shall be required to utilize accumulated sick leave during

such period of disability. During such period of disability the Borough shall pay to such employee his/her full salary for a period of time not to exceed one (1) year. In addition, employees on a disability leave shall not accrue vacation, sick or any other leave time. The employee shall endorse over to the Borough all Worker's Compensation checks, regardless of date of receipt, received by the employee representing payments for temporary disability during the period that the Borough is making payments to the employee of the employee's full salary.

7.2.7 Sick Leave Upon Separation from Service

If an employee voluntarily resigns or retires or dies any time after completing five (5) years of service with the Borough, said employee or the employee's estate shall receive, in addition to any other terminal pay as provided in this Agreement, a payment equal to one-half of said employee's accumulated unused sick leave days calculated at the rate of said employee's base daily compensation at the time of voluntary resignation or retirement or death times, multiplied by the number of unused sick days the employee has accumulated; provided, however, that:

1. Said payment shall in no event exceed 120 days of compensation (one-half of a maximum of 240 allowable accumulated sick leave days), employees hired after January 1, 2006, shall not receive payment in excess of \$20,000.00 (\$15,000.00 for employees hired on or after May 21, 2010).

7.2.8 Sick Leave Cash-Out

Employees may exercise the option, on an annual basis, to cash-out up to 15 sick days each November 1 at 80% of the current sick day value. Unit employees may exercise the option and request a transfer of any sick time cash out monies into the current deferred compensation plan.

7.2.9 Donated Sick Leave

(a) Eligibility

All unit employees shall be eligible to donate and/or receive donated sick leave. To qualify for receipt of donated sick leave the employee shall demonstrate that he/she:

1. Is suffering from a catastrophic health condition or injury, which may, at the Borough's option, be subject to certification by the Borough physician, which is expected to require a prolonged absence from work by the employee;

2. Is needed to provide care to the member of the employee's immediate family who is suffering from a catastrophic health condition or injury, which may, at the Borough's option be subject to certification by the Borough physician; and,

3. Has exhausted all accrued sick and other leave.

An employee may request that the Borough approve his/her participation in the program, as a leave recipient or leave donor. The employee's supervisor shall forward such requests on behalf of the employee for his/her participation in the program to the Borough Administrator.

The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the Borough medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from the serious health condition or injury. The Borough's physician, however, may also examine the patient and/or records to make to make a recommendation to the Borough Administrator regarding the veracity of the claimed disability. Employee participation in the donated leave program is subject to the Borough Administrator's final approval.

(b) Solicitation of leave donations

Upon Borough approval designating an employee as a leave recipient, the Borough shall, with the employee's consent, post or circulate the employee's name soliciting the donation of leave time, and shall provide notice to all negotiations representatives of the Borough. If the employee is unable, due to disability, to consent to the posting, the employee's immediate family may consent on his/her behalf.

(c) Administration of donations

1. A leave recipient shall receive, pursuant to this Article, no more than 180 sick days in his/her working career with the Borough, and shall not receive any such days on a retroactive basis.
2. Leave donations shall be made in units of whole sick days. Fractions of sick days shall not be allowed. Employees donating leave time may not donate more than ten (10) such days.
3. A leave donor shall have remaining at least 10 days of accrued sick leave if donating sick leave.
4. A leave donor may not revoke a leave donation.
5. If a leave donor is not in the same department as the leave recipient, appropriate arrangements shall be made between the departments to verify donor eligibility and adjustments of leave records. However, the posting requirement set forth above is limited to the recipients appointing authority.
6. Any unused donated sick leave shall be returned by the recipient to the leave donor and the leave records shall be re-adjusted for each accordingly.

7. Upon retirement, leave recipients shall not be granted supplemental compensation for any unused sick days which he/she had received through the donated leave program.

8. Despite receipt of donated sick leave, all sick leave so received and the recipients own sick leave balance, shall be counted against time that may be due under State or Federal Family Medical Leave laws.

9. A leave recipient shall not accrue or earn vacation, sick, personal, or holiday leave, compensatory time off, or any other time off while utilizing donated sick leave pursuant to the Donated Sick Leave Program set forth in this Agreement.

10. All employee participating in Donated Sick Leave Program shall execute the appropriate forms.

DESCRIPTIONS

Neonatal Complications:

Spina Bifida
Premature Delivery
Broncho pulmonary Dysplasia
Cystic Fibrosis
Congenital Anomaly

Stroke/Cerebrovascular Accident

Cardiac Arrest/Heart Surgery

Terminal Cancer

Muscular/Neurological Disorders:

Muscular Dystrophy
Multiple Sclerosis
Anyothrophich Lateral Sclerosis
Paralysis
Polio
Cerebral Palsy

AIDS/HIV+ and Complications

Major Head Trauma/Traumatic Brain Injury:

Head Injury
Skull Fracture
Coma

Spinal Cord Injury

Limb Amputation with Complications

Third Degree Burns

Other:

More than 14 day Hospital Stay
And Other Cases based on Need and
Medical Circumstances.

7.3 Personal Leave

Unit employees shall be entitled to four (4) personal leave days with pay. Unused personal leave days may not be accumulated from year to year. An employee shall not be required to give any reasons or explanation for the taking of a personal leave day with pay as allowed herein.

The employee seeking to utilize personal leave shall, however, be required to give reasonable notice to the Borough Administrator of the intent to take personal leave. Upon such notice, the department head may deny the personal leave when, in the Borough Administrator's sole discretion, the leave would be unduly detrimental to the Borough's staffing requirements during the proposed leave period.

7.4 Family Leave

An employee on leave under this provision shall not work full or part-time for another employer, unless he or she was so employed prior to the commencement of family leave.

An employee who desires to take a leave of absence pursuant to State or Federal Family Leave provisions shall set forth his/her request in writing to the Borough Administrator.

The employee need not indicate the statute pursuant to which he/she will be taking the requested leave. However, the employee shall provide the Borough Administrator with enough information about the reason for the leave so that the Borough Administrator is able to determine under which statute, if any, the leave is taken.

Once the Borough Administrator determines that the leave requested qualifies as family leave, the employee will be notified that the leave, if approved, will count against the employee's statutory family leave entitlement and shall run concurrently with the use of any other accumulated leave

benefits available pursuant to the terms of this Agreement. Concomitantly, other leave benefits taken shall also be counted against family leave rights. Employees on any type of Family Leave shall not accumulate vacation, sick or any other leave under this Agreement. Employees on any type of Family leave shall not accumulate vacation, sick or any other leave under this agreement.

7.5 Vacations

7.5.1 Number of vacation days

Each employee shall receive a paid vacation in accordance with the following schedule, except that accumulated vacation time may not exceed that earned over two (2) years:

1. From the date of hiring through December 31 of the year of hire - 1 day for each month of employment;
2. From January 1 of the first full calendar year after date of hire through December 31 of the fourth full calendar year after date of hire - 12 days;
3. From January 1 of the fifth full year after date of hire through December 31 of the ninth full calendar year after date of hire - 15 days;
4. From January 1 of the tenth full calendar year after date of hire through December 31 of the fourteenth full calendar year after date of hire - 20 days;
5. From January 1 of the fifteenth full year after date of hire and thereafter - 25 - days.
6. From January 1 of the twentieth calendar year after date of hire and thereafter - 30 days.

7.5.2 Vacation Days Upon Separation from Service

In the event an employee resigns, retires or dies during a calendar year, his or her vacation shall be proportionately adjusted, with vacation pay awarded to the employee or in the case of negative vacation, be paid to the Borough by the employee.

7.6.1 Holidays

A day off with pay shall be granted to each employee on the following days:

New Years Day	Martin Luther King's Birthday	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Election Day
Veteran's Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Day		

7.6.2 If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the succeeding Monday. No holiday leave shall be accumulated beyond the next calendar year.

7.6.3 If, as part of the regular shift, an employee is required to work on a holiday, the employee shall receive another day off at the employee's option on which to celebrate the holiday, provided that the employee's department head approves, which approval shall not be unreasonably withheld. The day off under this section shall be in lieu of any holiday pay provided in other provisions of this Agreement.

7.7 Compensatory Time Buy-Out

In any year during the term of this Agreement unit employees may exercise the option, voluntarily by employee choice, to buy-out up to one hundred (100) accumulated compensatory time at 50% of their then hourly rate of pay.

Employee requests for buy-outs under this provision shall be made by November 1 of each year for pay-out by December 15 of that year.

7.8 Seniority Resolution of Time Off Requests

In the event of a conflict among employees regarding the scheduling of any time off requests under this Article, seniority in the permanent Civil Service title shall be determinative.

7.9 [Intentionally left blank]

7.10 Military Leave

See Employee Handbook

ARTICLE VIII

TERMINAL LEAVE PAYMENTS

8.1 In addition to any payment made pursuant to other sections of this Agreement, the following terminal leave payment shall be made upon the voluntary resignation or retirement or death of any employee with five (5) years or more of service as follows:

1. Employees with not less than five (5) nor more than fifteen (15) years of service -- one-fourth (1/4) of the annual base compensation at time of termination;
2. Employees with more than fifteen (15) years of service -- one-third (1/3) of the annual base compensation at time of termination.

8.2 Employees on "terminal leave" shall not continue to earn any accumulative benefits nor be entitled to holidays, sick days, or vacation time off.

ARTICLE IX

LIFE INSURANCE

9.1 The Borough shall provide and maintain, at its own cost and expense, life insurance with any insurance company licensed to do business in the State of New Jersey in the amount of Ten Thousand (\$10,000) Dollars for each employee in the Borough's service, with an accidental benefit in the face amount of said policy. Said insurance shall provide for the payment, in the event of the employee's death for any cause or reason, of said sum to the beneficiary designated by said employee.

Upon reaching age 65 of any active employee, said insurance shall be reduced to the amount of Six Thousand Five Hundred (\$6,500.00) Dollars for each such employee.

Employees who retire from the Borough, who are eligible for retirement under the Public Employee Retirement System, with ten (10) or more years of employment with the Borough of Fort Lee, the Borough will continue life insurance coverage (or may self-insure) in the amount of ten thousand (\$10,000.00) dollars.

9.2 Except for regular retirement, such insurance shall terminate upon the employee's termination of employment with the Borough except that the employee shall be permitted to continue such insurance if the employee pays the premium.

9.3 If any employee covered by this Agreement is also serving as a volunteer fireman, the Borough shall provide a separate life insurance for said employee at the same coverage as is provided for volunteer firemen generally, in addition to the insurance to be provided herein, with the exception that this additional life insurance will not be provided after the retirement of the employee.

9.4 If permitted by the insurance company, employees shall be given the option of increasing the amount of life insurance set forth above, provided, however, that any increase in premium attributable to any such increase in coverage shall be paid by the employee.

9.5 Claims for payment under the said life insurance policy must be made within one year of the date of death of the employee or the claim shall be considered as being waived.

ARTICLE X

SHOP STEWARDS

10.1 No more than four (4) shop stewards shall be elected by the employees. In the event that more than one (1) shop steward is elected, each shop steward shall represent a different department in the Borough.

10.2 The USW shall notify the Borough in writing within five (5) days of the election of the names of the shop stewards who have been so elected to represent the said employees.

10.3 One duly-elected shop steward of the USW, to be selected by the USW, shall be given time off with pay to attend scheduled grievance meetings and hearings relating to a grievance by an employee, if such meetings and hearings are scheduled during the shop stewards's working hours.

10.4 One duly-elected shop steward of the USW shall be limited to one instance per year of time off with pay to attend meetings of associations or organizations, which meeting relates to the responsibility or concerns of the shop steward, if such meeting occurs during a time that the shop steward's scheduled to work. A duly-elected shop steward shall give his or her department head five (5) days notice of such a meeting and the general subject of the meeting. Attendance at such meetings shall not unreasonably interfere, in the discretion of the department head, with the operations of the Borough, or the department in which the shop stewards works.

10.5 The USW and shop stewards shall not call any employee away from his or her work station if it interferes with the operations of the Borough.

ARTICLE XI

GRIEVANCE PROCEDURE

11.1 Any disagreement arising out of the interpretation or application of this Agreement, except any disagreement relating to a disciplinary measure taken by the Borough which is appealable to the New Jersey Department of Personnel under New Jersey Department of Personnel rules and regulations, may be deemed a grievance which shall be resolved and determined according to the following procedure:

STEP 1: The employee and/or the USW shall, within ten (10) days after either the occurrence of the event or acts which gave rise to a grievance, or the date on which the employee knew or should have known of such event or acts, orally discuss the matter with the supervisor of his or her department with the objective of resolving the matter informally. The supervisor of his or her department shall, within three (3) days thereafter, communicate, orally or in writing, his or her decision on the grievance of the employee. If the decision is unsatisfactory to the employee or to the USW, or, if the supervisor fails to communicate his or her decision within the said three (3) days, the employee or the USW may proceed to Step 2 of this grievance procedure.

STEP 2: Within three (3) days after the denial or failure of relief under Step 1, the employee or the USW may appeal the supervisor's decision to the Borough Administrator. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue of the supervisor's decision with which the employee or the USW disagrees and the action requested by the Administrator. Within five (5) days after the appeal has been filed with the Administrator, the same shall be orally discussed between the Administrator, the shop steward of the USW, the employee, and the employee's supervisor. Thereafter, the

Administrator shall communicate his/her decision, in writing to the shop steward, the USW, the employee and his supervisor within six (6) days after the conclusion of such oral discussion. In the event the decision is unsatisfactory to the employee or to the USW, or is not rendered within the time prescribed, either the employee or the USW shall have the right to proceed to Step 3 of this grievance procedure.

STEP 3: Failing settlement at Step 2, the employee or the USW shall, if either intends to appeal, within five (5) days after receipt of the written decision of the Borough Administrator, inform the Borough in writing, delivered to the Municipal Clerk, of their intention to arbitrate the dispute and the matter shall be arbitrated in accordance with Sections 11.5 and 11.6 of the Article.

11.2 An employee may, if he/she so desires, have the shop steward or a representative of the USW who is not an employee of the Borough present at any discussion in any Step of the personal grievance procedure specified in Section 11.1.

11.3 All steps in this procedure shall be followed and the time limits shall be considered as maximum periods and shall be adhered to unless the parties mutually agree in writing to extend such limits. Saturdays and Sundays, or days scheduled off in lieu thereof, and holidays as defined in the Agreement shall not be considered and counted in establishing the time limitations.

11.4 In the event an appeal is not timely filed in writing pursuant to the terms of Steps 2 or 3, the decision at the prior Step shall be final and the matter shall be considered closed.

11.5 Any grievance which cannot be settled through the procedure established in Sections 11.1 through 11.4 of this Article shall be settled by arbitration. An arbitrated case shall be heard and

decided by an arbitrator mutually agreeable to the parties. The decision of the arbitrator shall be final and binding on the parties and the arbitrator's fees and expenses shall be born equally by the Borough and the appellant. If the parties cannot agree upon an arbitrator, PERC shall be utilized.

11.6 The arbitrator shall have no power to add to, subtract from or alter, amend or modify any of the terms and provisions of this Agreement or of any written agreement made supplementary hereto.

11.7 If the nature of the employee's grievance is such that it is cognizable before both an arbitrator as set forth above and the New Jersey Department of Personnel or PERC, the employee shall be required to elect which forum he or she wants to have the grievance heard before and such election shall be final. The purpose of this provision is to prevent an employee from receiving an adverse decision either from an arbitrator or from the New Jersey Department of Personnel or PERC and then filing a claim before the other agency based upon the same factual circumstances.

11.8 The parties agree and acknowledge that the foregoing grievance procedure is self-executing. The failure of any Borough agent to act within any time-frame set forth in the procedure does not and shall not preclude the grievant/USW from moving the matter to the next step of the procedure. The failure of any Borough agent to act within any time-frame set forth in the procedure does not and shall not constitute a violation of this Agreement nor shall it constitute an unfair labor practice within the definition of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.4.

ARTICLE XII

WORK AND OVERTIME

12.1 The regularly scheduled work week shall be the same as the regularly scheduled work week of the workers whom each department head supervises.

12.2 The parties recognize that the nature of the employees' duties may require the employees to perform supervisory duties not within the regularly scheduled work week. The employees shall provide those supervisory services when the nature of the work so requires.

12.3 The Borough shall have the right to institute a program of opening the Municipal Building for business one (1) night each week. The employees shall work an altered schedule that day so long as there shall be no split shift. No additional compensation shall be required. Volunteers shall be used to fill the necessary assignments, providing there are qualified volunteers to perform the necessary work, before involuntary assignments are made.

12.4 In accordance with established practices, Department Head unit members shall not be eligible from overtime or other premium pay practices

ARTICLE XIII

MATERNITY LEAVE

13.1 Maternity leave, without pay and without loss of seniority and other employee rights, shall be granted by the Borough upon written request by a pregnant employee, for up to six (6) months. An additional six (6) month period may be granted within the Borough's discretion.

ARTICLE XIV

FAMILY LEAVE

14.1 Full-time employees, who have been employed by the Borough for at least twelve (12) months with at least 1,000 base hours of work during the immediately preceding twelve (12) month period, shall be entitled to family leave without pay for up to twelve (12) weeks under Federal and State law. Employees requesting leave shall utilize the same procedures outlined for leaves of absence without pay. The Borough of Fort Lee Employee Handbook is hereby incorporated by reference in this Agreement.

ARTICLE XVI

SEPARABILITY AND SAVINGS AND NO WAIVER

16.1 If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, administrative body or other tribunal of competent jurisdiction, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

16.2 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

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RESOLUTION
BOROUGH OF FORT LEE
BERGEN COUNTY, NJ

DATE May 13, 2010

COUNCIL	Motion	Second	Yes	No	Abstain	Absent
Pohann						✓
Sohmer						
Goldberg		✓				
Sargenti						
Kasofsky						
Cervieri	✓					

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**A RESOLUTION ADOPTING THE MEMORANDUM OF AGREEMENT BETWEEN
THE BOROUGH OF FORT LEE AND THE UNITED SERVICE WORKER'S
UNION -BLUE COLLAR, WHITE COLLAR AND DEPARTMENT
HEADS COLLECTIVE NEGOTIATION UNITS**

WHEREAS, the Borough and the United Service Worker's Union ("USW") (the exclusive representative of the Blue Collar, White Collar and Department Heads Collective Negotiations Units in the Borough) were parties to a collective negotiations agreement ("CNA") that expired on December 31, 2009; and

WHEREAS, the Borough and the USW have been engaged in good faith collective negotiations for the purpose of reaching an agreement on the terms and conditions of employment for a successor CNA; and

WHEREAS, the Borough and the USW have reached an agreement on modifying and creating new terms and conditions of employment for the parties, subject to approval by the Mayor and Council of the Borough; and

WHEREAS, the negotiating committees for the Borough and the USW unanimously agree to recommend ratification and approval;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Council of the Borough of Fort Lee as follows:

The Borough of Fort Lee hereby adopts the Memorandum of Agreement and any exhibits attached thereto. All relevant documents are attached to this Resolution.

The Term of the Agreement shall be for a period of four (3) years from January 1, 2010 through December 31, 2012.

MEMORANDUM OF AGREEMENT**Between****THE BOROUGH OF FORT LEE****And The****UNITED SERVICE WORKER'S UNION -
BLUE COLLAR, WHITE COLLAR AND DEPARTMENT HEADS
COLLECTIVE NEGOTIATING UNITS**

This Memorandum of Agreement ("Agreement") incorporates the full, final and complete Agreement between The Borough of Fort Lee ("Borough") and the United Service Worker's Union - Blue Collar, White Collar and Department Heads Collective Negotiations Units (Collectively "USW", except as noted), through their respective representatives, and incorporates the terms and conditions of employment set forth below, which shall be retroactive, except as noted, to January 1, 2010 and shall conclude on December 31, 2012. The parties acknowledge that this Agreement shall modify certain Articles and provisions of the parties' existing Collective Negotiations Agreements ("CNA") which expired on December 31, 2009 (Collectively the "Agreements", except as noted).

It is understood and agreed that there shall be no changes in the existing terms and conditions of employment between the parties unless specified below:

I. DURATION

The duration of the Agreements shall be for a three (3) year period from January 1, 2010 through December 31, 2012.

II. SALARY INCREASES

- a. The parties agree to the following salary increases, which shall be across the board, for all Negotiations unit employees:
 - i. 1/1/2010 - 2% increase
 - ii. 1/1/2011 - 2% increase
 - iii. 1/1/2012 - 2% increase - 7/1/2012 - 1% additional increase

III. BENEFIT PLAN AMENDMENTS

- a. The parties also agree to the following Health Benefit Plan Amendments:
 - i. For the period of 1/1/2010 - 12/31/2012:

1. Employees will be provided with the Direct Access Plan option for individuals, couples, and families (as applicable);
2. The Traditional Plan will still be available, however, the extra cost difference between the Traditional Plan and the Direct Access Plan must be paid solely by the employees through payroll deduction;
3. Employees who choose to opt-out of the Borough's Health Insurance, in writing, will be paid an amount equal to half or 50% of the Direct Access premium for individual coverage.

IV. DEPARTMENT HEAD UNIT – ONE TIME PAYMENT

For the Department Heads Negotiations Unit only, the Department Heads will be paid a one-time lump sum payment of \$1000.00 (not to be added to base salary) in settlement of all pending claims.

V. OTHER AGREEMENTS

The parties agree that all mutually agreed terms of the parties existing Collective Negotiations Agreements, which have been previously negotiated by the parties, and which are not specifically modified in this agreement, shall be given full force and effect upon the ratification of this Agreement and are incorporated by reference. All other claims for compensation and outstanding grievances are deemed merged into this Agreement.

VI. ADDITIONAL TERMS:

- a. This Agreement represents the complete and final agreement of the parties for the duration set forth above. The parties expressly agree to abide by the terms and conditions of this Agreement. All parties agree that there are no other representations, agreements or understandings, either written or oral and no other modifications to the terms and conditions of employment, except those clearly listed above;
- b. Additionally, the parties understand and agree that the waiver of any event of breach of this Agreement, by any party, shall not justify or excuse any further or continued breach of this Agreement;
- c. The parties also understand and agree that this Agreement was negotiated by the parties, freely, voluntarily and at arms-length. Each party was assisted in negotiations by a representative of its own choosing. Each party consulted with legal counsel of its own choice, prior to executing this Agreement. Thus, no provision of this Agreement shall be construed against a party based upon the fact that that party advanced the concept or drafted that text of the resulting provision;

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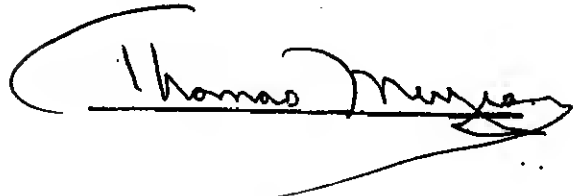
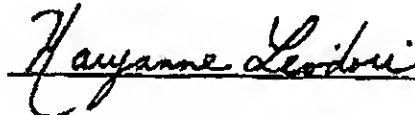
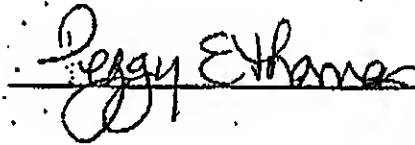
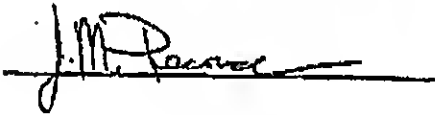
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P.03/03

- d. It is further understood and agreed that this Agreement may not be supplemented, altered, modified or amended except in a dated writing, executed by the authorized representatives of the Borough and the USW;
- e. Finally, it is expressly understood and agreed to by and between the parties that the within Agreement is expressly subject to and conditioned upon the ratification by the USW Negotiation Units and the Borough's Governing Body. USW represents that its memberships have ratified the terms and conditions of this Agreement. The Borough's representatives shall then present this Agreement to the Mayor and Council for consideration of its ratification.
- f. All other contractual terms not altered herein shall remain in effect.

UNITED SERVICE WORKER'S UNION BOROUGH OF FORT LEE

BLUE COLLAR, WHITE
COLLAR, AND DEPARTMENT HEADS
COLLECTIVE NEGOTIATING
UNITS

DATED: March 9, 2010

DATED: April 23, 2010

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3/16/2010

TOTAL P.03

DEPARTMENT HEAD UNIT (Schedule A)
JANUARY 1, 2010 - DECEMBER 31, 2012

<u>TITLE</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2012</u>
			Jan-Jun	July-Dec
Director of Human Services	73,555	75,026	76,527	77,292
Fire Official/Fire Protection Sub-Code Official/Safety Officer	101,813	103,850	105,927	106,986
Police and Fire Signal System Superintendent	97,765	99,720	101,715	102,732
Construction Official/ Zoning Officer	120,500	122,910	125,368	126,622
Superintendent of Recreation/ Coordinator of Public Events	116,850	119,187	121,571	122,787
DPW/Parks Superintendent/ Buildings Superintendent/ Outreach Coordinator	126,790	129,326	131,912	133,232
Supervisor of Senior Citizen Activities	78,779	80,354	81,961	82,781
Certified Court Administrator	95,893	97,811	99,767	100,765
Administrator of Cultural & Heritage Affairs	70,094	71,496	72,926	73,655
Assistant Public Works Superintendent	122,000	124,440	126,929	128,198
Assistant Engineer	111,964	114,204	116,488	117,653
Health Officer	111,605	113,837	116,114	117,275

DEPARTMENT HEAD UNIT SALARY RANGE (Schedule A)

JANUARY 1, 2010 - DECEMBER 31, 2012

<u>TITLE</u>	<u>2010 through 2012</u>
Director of Human Services	60,000 to 90,000
Fire Official/Fire Protection Sub-Code Official/Safety Officer	80,000 to 120,000
Police and Fire Signal System Superintendent	75,000 to 115,000
Construction Official/ Zoning Officer	90,000 to 140,000
Superintendent of Recreation/ Coordinator of Public Events	85,000 to 135,000
DPW/Parks Superintendent/ Buildings Superintendent/ Outreach Coordinator	90,000 to 140,000
Supervisor of Senior Citizen Activities	65,000 to 90,000
Certified Municipal Court Administrator	75,000 to 115,000
Administrator of Cultural & Heritage Affairs	60,000 to 85,000
Assistant Public Works Superintendent	85,000 to 130,000
Assistant Engineer	80,000 to 125,000
Health Officer	80,000 to 125,000

Introduced	<u>J. Cervino</u>	Date of Introduction	<u>June 10, 2010</u>
Seconded	<u>H. Sokolich</u>	Public Hearing	<u>July 22, 2010</u>
		Date of Adoption	<u>July 22, 2010</u>

BOROUGH OF FORT LEE

ORDINANCE # 2010-12

**AN ORDINANCE ESTABLISHING SALARIES AND WAGES
FOR BLUE COLLAR EMPLOYEES FOR 2010-2012**

BE IT ORDAINED by the Mayor and Council of the Borough of Fort Lee as follows:

SECTION I: All employees covered by the Blue Collar Bargaining Unit shall receive salaries during the 2010, 2011, and 2012 as established by the Blue Collar Memorandum of Agreement for the years 2010 through 2012. (Schedule A, A-1, A-2, A-3, A-4, A-5, A-6, A-7 and A-8), which are attached hereto and made a part hereof.

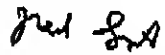
SECTION II: This ordinance reflects the minimum salaries to be paid to current employees in said title, and does not necessary include the starting salary for any new employee hired after this ordinance is adopted.

SECTION III: This ordinance shall supersede any other salary ordinance for members of the Blue Collar Bargaining Unit.

SECTION IV: This ordinance shall take effect immediately upon passage and publication as prescribed by law.

ATTEST:


Mark J. Sokolich, Mayor


Neil Grant
Borough Clerk

Introduced <u>J. (Gervier)</u>	Date of Introduction <u>June 10, 2010</u>
Seconded <u>L. Kaschky</u>	Public Hearing <u>July 22, 2010</u>
	Date of Adoption <u>July 22, 2010</u>

BOROUGH OF FORT LEE

ORDINANCE # 2010-16

AN ORDINANCE ESTABLISHING SALARIES AND WAGES FOR DEPARTMENT HEADS, BOROUGH ADMINISTRATOR, BOROUGH CLERK, CHIEF FINANCIAL OFFICER, TAX COLLECTOR, TREASURER, TAX ASSESSOR AND CERTAIN NON-UNION EMPLOYEES FOR 2010-2012

BE IT ORDAINED by the Mayor and Council of the Borough of Fort Lee as follows:

SECTION I: All employees covered by the Department Head Bargaining Unit (Schedule A), shall receive salaries for 2010, 2011 and 2012 as established by the Department Head Memorandum of Agreement for the years 2010, 2011 and 2012, which is attached hereto and made a part hereof.

SECTION II: All Non-Union Personnel listed in (Schedules B and C) shall receive salaries for 2010, 2011 and 2012 as outlined in (Schedules B & C), which is attached hereto and made a part hereof.

SECTION III: All salary increases for 2010-2012 reflect a two percent (2%) salary increase for 2010 and 2011. A salary increase of (2%) for January 2012 will also be given with an additional (1%) increase beginning July 1, 2012. In addition all employees listed in (Schedules A and B) receive additional compensation as negotiated per the Department Head Memorandum of Agreement.

SECTION IV: The Mayor and Council salaries for 2010-2012 remain unchanged.

SECTION V: This ordinance shall supersede any other previous salary ordinance for members of the Department Head Bargaining Unit and Non-Union Personnel as listed in (Schedules A, B and C).

SECTION VI: This ordinance shall take effect immediately upon passage and publication prescribed by law.

Attest:


Mark J. Sokolich, Mayor


Neil Grant, Borough Clerk

SIGNATURE PAGE

BOROUGH OF FORT LEE

By: 

Mayor Mark J. Estolich

ATTEST:

WITNESS:

DATED: _____

UNITED SERVICE WORKER'S UNION
(DEPARTMENT HEADS)

By: 

FORT LEE DEPARTMENT HEAD UNIT

By: 

By: _____

By: _____